

**SIDE LETTER OF AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF-LOCAL 3631 FOR THE FIREFIGHTER UNIT  
(PART 1)**

This Side Letter of Agreement (“Agreement”) between the Orange County Fire Authority (“Authority”) and the Orange County Professional Firefighters Association, IAFF-Local 3631 (“Association”), (collectively “Parties”) is entered into with respect to the following:

**WHEREAS**, the Parties are subject to a Memorandum of Understanding (“MOU”) in effect for the period of March 23, 2023 through March 22, 2027; and

**WHEREAS**, Local 3631 has made proposals for specialty position pay enhancements in the midst of the current MOU term and in considering the proposals, the OCFA Board of Directors has relied upon (1) the Justification Letter that was submitted by Local 3631 President Chris Hamm (Attachment 1), and (2) the importance of the pay adjustments for the identified specialty skills as its reason for being willing to consider the proposals at this time; and

**WHEREAS**, the Parties agree to address the Local 3631 proposals by establishing new class specifications detailed herein, increasing certain salary ranges as specified herein, and modifying Article XXIV (Compensation), Section 2 (Specialty Pay) of the MOU as can be seen by the track changes to the parties’ current MOU set forth below.

**1. New Class Specifications – Squad Boss & Assistant Superintendent**

A. The parties agree to establish new class specifications, effective May 3, 2024, as follows:

- **Hand Crew Squad Boss**: The job of Squad Boss will transition from a special assignment to a stand-alone classification (Attachment 2), with a salary range equal to the FAE salary range (Attachment 4).
- **Hand Crew Assistant Superintendent**: The job of Assistant Superintendent will transition from a special assignment to a stand-alone classification (Attachment 3), with a salary range equal to the FC salary range (Attachment 4).

B. Transition from special assignments to these two new stand-alone classifications will be completed by first offering the new classification positions to incumbents currently filling the special assignments, and thereafter, any vacancies will be filled through an internal recruitment and selection process, open for applications from the ranks of FF, FAE, or FC.

C. Squad Boss and Assistant Superintendent classifications will remain eligible for Staff Assignment Pay (SAP) and Staff Incentive Pay (SIP), as already provided in Article XXIV, Section 2.I.3.b.1.

D. In implementing these classifications, it will be beneficial to allow the Squad Boss, Assistant Superintendent, and Superintendent the ability to work backfill in the classifications of FF, FAE or FC; therefore, the parties agree to modify Article IV of the

MOU, with addition of a new Section 10 to this Article, as can be seen by the tracked changes detailed below.

2. **Increase Salary Ranges – Fire Pilot & Chief Fire Pilot**

A. The parties agree to increase salary ranges, effective May 3, 2024, as follows:

- **Fire Pilot:** The salary range will be increased to that of the existing Chief Fire Pilot salary range (Attachment 4).
- **Chief Fire Pilot:** The salary range will be increased by 18.5% (Attachment 4).

3. **Modify Article XXIV of the MOU**

A. The parties agree to modify Article XXIV, Section 2 of the MOU as can be seen by the tracked changes to the specified subsections detailed below. All amendments to specialty pays detailed below are effective in the pay period that includes July 1, 2024 (June 28, 2024, pay period 15), with the exception of:

- i. Amendments in Section 2.J.2 – EMT Pay for Handcrew Firefighters is effective May 3, 2024.
- ii. Amendments in Section 2.N – Hazardous Duty Pay for Heavy Fire Equipment Officers and Swampers (i.e., Handcrew Firefighters working as Swampers) is effective May 3, 2024.
- iii. Amendments in Section K – Fire Apparatus Engineer Paramedic Incentive Pay (PMI) is effective March 21, 2025.

B. Grandfather Clause: All personnel currently assigned to the specialty programs under the qualifications that existed prior to the amendments detailed herein will continue to be considered qualified specialty program personnel and will not experience a loss of bonus pay due to amendments to the MOU in this Side Letter Agreement.

## ARTICLE III

### EMPLOYEE PROVISIONS

#### Section 10. Ability to Work Backfill in Previously Held Classifications

A. Employees filling the positions of Squad Boss, Assistant Superintendent, and Superintendent who were previously assigned to an OCFA Firefighter Unit position are allowed to voluntary backfill Firefighter Unit classifications such as FF, FAE, and FC as long as they previously held that position and the required qualifications/certifications for the needed backfill classification are maintained by the employee.

1. Squad Boss, Assistant Superintendent and Superintendent are regularly compensated at a staff rate of pay based on a 40-hour work week, which is a higher hourly rate than the shift suppression rate of pay that is based on a 56-hour work week. Any overtime worked by a Squad Boss, Assistant Superintendent, and Superintendent in a shift capacity as an FF, FAE, or FC as backfill for the regular shifts of employees in these classifications will be compensated by factoring the hours with a shift conversion of 1.4 to appropriately convert the compensation earned to a shift rate of compensation.
2. Suppression employees who have the required Squad Boss, Assistant Superintendent, or Superintendent qualifications by having the required qualifications/certifications for the classification and have been approved to work in the capacity, may fill overtime positions as Squad Boss, Assistant Superintendent, and Superintendent and would be compensated by factoring the hours with a staff conversion factor of 1.4 to appropriately convert the compensation earned to a staff rate of compensation.
3. If applicable, Squad Boss, Assistant Superintendent, and Superintendent will be eligible for any bonus pay associated with the position in which they are working the overtime.
4. Squad Boss, Assistant Superintendent, and Superintendent will not use the Staffing System auto-hiring for FF, FAE and FC positions. Since Squad Boss, Assistant Superintendent, and Superintendent are considered staff employees, they are not subject to being forced to work through the normal Staffing System hiring process. It is the responsibility of the Squad Boss, Assistant Superintendent and Superintendent to work with their respective Manpower Coordinator to volunteer for overtime.

## ARTICLE XXIV

### Section 2. Specialty Pay

Employees in specialty positions detailed in this Specialty Pay Section 2, with bonus pays specified as “Technician Level – 7.5% of base salary” or “Specialist Level – 10% of base salary” will receive only one of these two levels of pay depending upon the eligibility criteria, but not both. There shall be no stacking of the 7.5% Technician Level along with the 10% Specialist Level of bonus pays.

#### F. Aircraft Rescue Firefighting Incentive (ARFFI) Pay

The conditions and application of the ARFFI Pay are as follows:

1. To be eligible to receive ARFFI pay, employees must be designated as qualified by the Authority. Qualified is defined as having successfully completed and/or current certification in the following areas:
  - a. All personnel
    - Federal Aviation Administration (FAA) requirements for ARFF training (§139.319 – Aircraft Rescue and Firefighting: Operational Requirements) as documented by completion of the OCFA ARFF Task Book.
    - ARFF 40 Hour Basic Course – certification equivalent to the International Fire Service Accreditation Congress (IFSAC) standard.
    - Mobile Crane Operator – certification equivalent to the National Commission for the Certification of Crane Operators (NCCCO) standard for all OSHA requirements.
    - Rigger (Level 1) – certification equivalent to the National Commission for the Certification of Crane Operators (NCCCO) standard for all OSHA requirements.
    - Qualify for Security Identification Display Area (SIDA) credentials per the Transportation Security Administration requirements.
  - b. Technician Level – seven and five-tenths percent (7.5%) of base salary: In addition to the requirements listed in paragraph 2.F.1.a for all personnel, the following requirements apply for each rank:
    - i. Firefighter:
      1. Complete the annual ARFF Firefighter task book
    - ii. Fire Apparatus Engineer:
      1. Complete the annual ARFF Fire Apparatus Engineer task book
      2. Complete the Strategies and Tactics ARFF Vehicle Operator Certification (EVOC-24)

iii. Fire Captain:

1. Complete the annual ARFF Fire Captain task book
2. Complete the Safety Officer Course approved by ARFF program manager
3. Complete the Advanced ARFF Certification (to be completed within one year of other qualifications listed above)

**c. Specialist Level – ten percent (10%) of base salary:** In addition to the requirements listed in paragraph 2.F.1.a for all personnel, and 2.F.1.b per rank for the Technician Level of pay, the following requirements apply for each rank to be eligible for the higher Specialist Level of pay:

i. Firefighter:

1. Complete the Advanced Refueler course

ii. Fire Apparatus Engineer:

1. Complete the ARFF High Reach Extendable Turret (HRET) course

iii. Fire Captain:

1. Complete the AARF Command & Control or ARFF Officer course approved by ARFF program manager

Fire Apparatus Engineer

- ~~• Strategies and Tactics ARFF Vehicle Operator Certification (EVOC-24).~~

Captain

- ~~• Advanced ARFF Certification (to be completed within one year of other qualifications listed above).~~

b.d. Training will be provided at the expense of the Authority and John Wayne Airport (JWA).

2. Personnel accepted into the ARFF program prior to January 1, 2017 are not required to meet the Mobile Crane Operator or Rigger qualifications (“grandfather clause”). However, if they choose to not maintain those qualifications, their ARFFI pay will be reduced by two and five-tenths percent (2.5%).
3. Qualified and current ARFF program personnel whether full-time or part-time, may Voluntary Transfer (VT) or Voluntary Transfer – Temporary (VTT) to a vacant ARFF unit per normal seniority-based transfer procedures.
4. An interview process will be required for all positions prior to voluntary transfer (VT) to an ARFF unit by non-qualified ARFF personnel if no qualified personnel bid the position. The interview panel will be made up of one (1) OCFA subject matter expert and one (1) outside agency subject matter expert each selected by the ARFF Program Manager, one (1) JWA

representative selected by the JWA Deputy Director – Operations and one (1) OCPFA representative.

5. As a significant amount of time and JWA funding is necessary to become ARFF qualified, non-qualified personnel seeking a Voluntary Transfer – Temporary (VTT) will be at the discretion of the ARFF Program Manager and the JWA Deputy Director – Operations.
6. Prior to occupying the position, Fire Captains, Fire Apparatus Engineers, and Firefighters transferring to an ARFF unit must be qualified as stated above. Employees transferring to an ARFF unit who have not completed the minimum training will be administratively assigned (AA) to another position until the minimum training requirements are met. If personnel are unable to complete the minimum training requirements despite having been provided opportunities to do so within six (6) months, at the discretion of the Operations Section Chief, the position will return to being biddable.
7. Per FAA regulations, all qualified personnel assigned to an ARFF position must maintain minimum qualifications on an annual basis. Employees assigned to an ARFF unit who have not maintained the minimum qualifications will be administratively assigned (AA) to another position until the minimum requirements are met. Employees not current on qualifications will be assigned to attend the next available and appropriate courses necessary to remain qualified, at the OCFA's expense.
8. Employees who transfer to a designated ARFF position must successfully maintain all minimum qualifications as stated above. Any employee who fails to maintain any qualification, except in the case of medical or other extenuating circumstances, after being afforded an opportunity to remain qualified, will be removed from the ARFF program and will forfeit their ARFF position. Personnel will subsequently be administratively assigned to an open position. Prior to employees being removed from their post position, the ARFF Program Manager will evaluate each situation on a case-by-case basis.
9. ARFF personnel shall participate in all skill sets as identified in the Federal Aviation Administration (FAA) requirements for ARFF training (§139.319 – Aircraft Rescue and Firefighting: Operational Requirements), NFPA 403: Standard for Aircraft Rescue Firefighting Services at Airports and the National Commission for the Certification of Crane Operators (NCCCO). ARFF personnel shall also remain current by practicing the necessary skill set on a regular basis. Part-time ARFF personnel not able to practice the ARFF skills set through back-fill and/or shift trade opportunities shall be afforded up to six (6) hours of overtime per quarter to train with on-duty personnel.
- ~~10. Employees regularly assigned (having a POST or Administratively Assigned) to a position on a designated ARFF unit will be compensated seven and five tenths (7.5%) percent of their base salary per month, prorated on an hourly basis or 5% if they are not crane certified.~~

- ~~11.10.~~ Employees temporarily moved, by management, from their regular assignment (POST or Administrative) on a designated ARFF unit will maintain the ARFFI pay. Employees regularly assigned (having a POST or Administratively Assigned) to a position on a designated ARFF unit will not receive the ARFFI for backfill shifts worked at non-ARFF positions.
- ~~12.11.~~ Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on an ARFF unit, shall receive ARFFI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
- ~~13.12.~~ ARFFI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to an ARFF unit.
- ~~14.13.~~ A list of fully qualified part-time ARFF members for all ranks will be established to support staffing needs. An interview process will be required to select the qualified part-time ARFF members. The interview panel will be made up of one (1) OCFA subject matter expert and one (1) outside agency subject matter expert each selected by the ARFF Program Manager, one (1) JWA representative selected by the JWA Deputy Director – Operations and one (1) OCPFA representative.
- ~~15.14.~~ Personnel assigned to an ARFF unit and qualified part-time ARFF members will be issued individual personal protective equipment (PPE).

#### H. Urban Search and Rescue (USAR) Pay

1. Urban search and rescue positions at Fire Station 54 must be designated as qualified by the Authority. Qualified is defined as having successfully completed and/or current certification in the following areas:
  - a. Technician Level – seven and five-tenths percent (7.5%) of base salary:
    - i. Completion of IS-100, IS-200, IS-700, and IS-800
    - ii. Completion of IATA: Dangerous Goods Regulations – Shippers & Packers Course
    - iii. Completion of Class A Driver's License and UTV Training for Firefighter and Fire Apparatus Engineers. The OCFA shall provide the necessary training, as well as provide the required physical examination and pay for the related costs necessary to acquire the Class A license
    - iv. After the employee transfers into the USAR post positions (Station 54) they are required to successfully complete the required state certification courses at the OCFA's expense, including Confined Space Awareness, Rescue Systems 1, and Trench Rescue
    - v. Employees who transfer into designated USAR positions (Station 54) and who have not completed the minimum training will be

assigned to attend the next available and appropriate classes as noted above, at the OCFA's expense, within one year of transfer to a post position

vi. Employees who attend the USAR classes noted at OCFA's expense must successfully complete such courses. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses and will forfeit their USAR position and will be administratively assigned to an open position. Prior to employees being removed from their post position the program manager will evaluate on a case-by-case basis

**b. Specialist Level – ten percent (10%) of base salary:** In addition to the requirements listed in paragraph 2.H.1.a for the Technician Level of pay, the following requirements apply to be eligible for the higher Specialist Level of pay:

- i. Completion of AFMAN 24-604, Preparing Hazardous Materials for Military Air Shipments
- ii. Completion of Structural Collapse Awareness Course
- iii. Completion of OSHA Approved Forklift Certification, approved by program manager

1-2. Non-paramedic urban search and rescue positions at Fire Station 54 will receive pay commensurate with their respective qualifications as specified in paragraph 2.H.1.a or 2.H.1.b. of seven and one-half percent (7.5%) of their base salary per month, prorated on an hourly basis.

2-3. The Firefighter/Paramedic positions assigned to urban search and rescue at Fire Station 54—in addition to their paramedic pay—will receive pay of two and one-half percent (2.5%) of their base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover a designated USAR position, due to the absence of the regularly assigned employee, shall also receive USAR pay on a prorated basis for that overtime shift or portion thereof.

3-4. USAR qualified employees who are occasionally assigned to cover a designated USAR position due to the absence of a regularly assigned employee shall receive USAR pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated USAR position.

4-5. USAR pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

5-6. OCFA will provide additional training, at the OCFA's expense, as necessary for the positions associated with Station 54 and the management of the logistics functions of the USAR team.



~~5. Employees assigned to USAR Post Positions at Station 54: The following additional requirements enumerated in Section 2.H.4. were originally established by Side Letter as applicable effective November 23, 2015 to all employees transferring into USAR Post Positions at Station 54, without referencing application to employees who were already assigned to USAR Post Positions at Station 54 prior to November 23, 2015. Effective September 3, 2019, the following requirements in Section 2.H.4 shall apply to all employees assigned to USAR Post Positions at Station 54 in order to be eligible for the USAR Pay described above in Section 2H.1 through 2.H.3, regardless of whether they transferred before or after November 23, 2015.~~

~~a. After the employee transfers into the USAR post positions (Station 54) they are required to successfully complete the required state certification courses at the OCFA's expense, including Confined Space Awareness, Rescue Systems 1, and Trench Rescue.~~

~~b. Employees who transfer into designated USAR positions (Station 54) and who have not completed the minimum training will be assigned to attend the next available and appropriate classes as noted above, at the OCFA's expense, within one year of transfer to a post position.~~

~~c. Employees who attend the USAR classes noted at OCFA's expense must successfully complete such courses. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses and will forfeit their USAR position and will be administratively assigned to an open position. Prior to employees being removed from their post position the program manager will evaluate on a case-by-case basis~~

~~d. All employees permanently assigned to Station 54 are required to obtain and maintain a Class A driver's license and OCFA Code 3 Authorization within 6 months from date of assignment. Once employees obtain a valid Class A driver's license, they will be eligible to receive the USAR Pay as outlined in Section 2.H.1 through 2.H.3.~~

~~e. Employees who are unable to successfully obtain their Class A driver's license in the 6-month timeframe will forfeit their USAR position. They will be administratively assigned to an open position not requiring a Class A driver's license. Prior to employee being removed from their post position the program manager will evaluate on a case-by-case basis.~~

~~f. The OCFA shall provide the necessary training, as well as provide the required physical examination and pay for the related costs necessary to acquire this license.~~

~~g. OCFA will provide additional training, at the OCFA's expense, as necessary for the positions associated with Station 54 and the management of the logistics functions of the USAR team.~~

#### J. Emergency Medical Technician (EMT) Pay

1. Employees, other than Firefighter Trainees and Handcrew Firefighters, who maintain an active State of California EMT certification will receive, in addition to their regular salary, nine (9%) percent of each employee's base salary per month, prorated on an hourly basis for regular hours paid. Probationary employees who are hired into the OCFA Firefighter Academy as laterals (i.e., employees who are not Firefighter Trainees, but instead are employees with prior Firefighter experience from another agency) do receive this pay while in the Firefighter Academy.
- ~~1.2.~~ Handcrew Firefighters who maintain an active State of California EMT certification will receive, in addition to their regular salary, nine (9%) percent of top step (Step 12) Firefighter salary per month, prorated on an hourly basis for regular hours paid.
- ~~2.3.~~ EMT pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.
- ~~3.4.~~ The Authority will provide recertification opportunities for all members of the Firefighter Unit.
- ~~4.5.~~ EMT pay is not applied to overtime/backfill hours, unless applicable by law.

#### K. Fire Apparatus Engineer Paramedic Incentive Pay (PMI)

1. Employees in the Fire Apparatus Engineer classification who possess and maintain a current Orange County Paramedic Certification and agree to perform paramedic duties when required shall receive a partial paramedic incentive pay in the amount of \$500 per month. Effective March 21, 2025 (pay period 8), this amount will increase to seven and one half percent (7.5%) of the employee's base salary.
2. The partial paramedic incentive pay shall apply only to the Fire Apparatus Engineer classification and will not be used in the calculation of promotional salary adjustments.
3. The partial paramedic incentive pay shall not be prorated to apply to any overtime shifts worked in a non-paramedic position. Overtime shifts worked in a paramedic position will be compensated in accordance with this Agreement.
- ~~4. The partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who receive Hazardous Materials Pay,~~

~~Aircraft Rescue Firefighting Pay, Urban Search and Rescue Pay or Staff Assignment Pay.~~

~~5.4.~~ The partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who are assigned to a full-time Fire Apparatus Engineer-Paramedic post position.

~~6.5.~~ The partial paramedic incentive pay shall apply to all employees currently in the classification of Fire Apparatus Engineer who qualify in accordance with this Section.

~~7.6.~~ The partial paramedic incentive pay shall only apply to those personnel who had been assigned as paramedics immediately prior to promotion to Fire Apparatus Engineer.

L. Technical Rescue Truck Incentive (TRTI) Pay

1. To be eligible to receive the TRTI pay, employees must be designated as qualified by the OCFA. Qualified is defined as having successfully completed and current certification in the following courses:

a. Technician Level – seven and five-tenths percent (7.5%) of base salary:

- i. Low Angle Rope Rescue Operations (LARRO)\* or Rope Rescue Awareness/Operations
- ii. Rescue Systems 1 (RS1) or Structure Collapse Specialist 1
- iii. Confined Space Rescue with NFPA 1006 or Confined Space Technician
- iv. Trench Rescue with NFPA 1006 or Trench Rescue Technician
- v. Swift Water Rescue with NFPA 1006 or River/Flood Rescue Technician

b. Specialist Level – ten percent (10%) of base salary: In addition to the requirements listed in paragraph 2.L.1.a for the Technician Level of pay, the following requirements apply to be eligible for the higher Specialist Level of pay:

- i. Rescue Systems 2 & 3 or CSFM Structure Collapse Specialist 2 of SCS (FEMA) or SCT (FEMA)
- ii. Rope Rescue Technician
- iii. River/Flood Rescue Boat Technician or Boat Operations with NFPA 1006
- iv. Tri-Annual Moving Water/Boat Recertification
  - i. Annual Swim Test

c. Training will be provided at the OCFA's expense.

~~\* RS1 certification prior to 2010 and/or an OCFA LARRO equivalency training course will be honored.~~

2. Daily minimum staffing on the four specified units will be four (4) qualified personnel consisting of one (1) fire captain, one (1) fire apparatus engineer and two (2) firefighters.
3. An interview process will be required for the fire captain position prior to voluntary transfer to Heavy Rescue 6, Truck 32, 56 or 61 (note that the four specified unit numbers may change without requiring a change to the unit designations within this Section 2.L of the MOU, during the pendency of the MOU). The interview panel will be made up of one (1) OCFA subject matter experts selected by the Urban Search and Rescue Program Manager, one (1) outside agency subject matter expert selected by the Urban Search and Rescue Program Manager, and one (1) OCPFA representative.
4. Prior to occupying the position, fire captains, fire apparatus engineers, and firefighters transferring to Heavy Rescue 6 must be qualified as stated above. Employees transferring to Heavy Rescue 6 who have not completed the minimum training will be administratively assigned (AA) to another position until the minimum training requirements are met.
5. Prior to occupying the position, fire captains transferring to Trucks 32, 56 and 61 must be qualified as stated above. Fire captains transferring to Trucks 32, 56 or 61 who have not completed the minimum training as stated above will be administratively assigned (AA) to another position until minimum training requirements are met.
6. Fire apparatus engineers and firefighters, transferring to Trucks 32, 56 and 61 may be permitted to transfer prior to being qualified, as stated above, provided that minimum staffing levels are maintained as described above (number 3). Fire apparatus engineers and firefighters transferring to Truck, 32, 56 or 61 who have not completed the minimum training as stated above may be administratively assigned (AA) to another position until minimum training requirements are met. Employees must be designated as qualified by the OCFA to be eligible to receive the TRTI pay (number 1).
7. Within one (1) year of transfer to a post position, employees who transfer to a TRTI pay position (Heavy Rescue 6, and Trucks 32, 56 and 61) and who have not successfully completed the minimum training will be assigned to attend the next available and appropriate courses listed in number one (1) above, at the OCFA's expense. Prior to employees being removed from their post position the Program Manager will evaluate on a case-by-case basis.
8. Employees who transfer to a designated Technical Rescue Truck position (Heavy Rescue 6, and Trucks 32, 56 and 61) must successfully complete all minimum training courses as stated above. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses, will forfeit their Technical Rescue Truck position and will be administratively assigned to an open position. Prior to employees being removed from their post position the Program Manager will evaluate on a case-by-case basis.

9. Employees regularly assigned (having a post position or Administratively Assigned) to a position on a designated Technical Rescue Truck (Trucks 32, 56 and 61) or Heavy Rescue 6 will be compensated seven and five--tenths (7.5) percent of their base salary per month, prorated on an hourly basis.
10. Employees temporarily moved, by management, from their regular assignment (post position or Administrative) on a designated Technical Rescue Truck will maintain the TRTI pay. Employees regularly assigned (having a post position or Administratively Assigned) to a position on a designated Technical Rescue Truck will not receive the TRTI for backfill shifts worked at non-Technical Rescue Truck positions.
11. Technical Rescue Truck personnel will participate in all skill sets as identified in NFPA 1006 and NFPA 1670 and train to a technician level. It is desired that employees who transfer to a designated Technical Rescue Truck position (Heavy Rescue 6, and Trucks 32, 56 and 61) successfully complete the Rescue Systems 2 training course within one (1) year of occupying the position.
12. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on a Technical Rescue Truck, shall receive TRTI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
13. Qualified employees who are assigned a backfill shift on an OCFA Swiftwater Unit (SW6, 32, 56 and 61), shall receive TRTI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
14. TRTI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to a Technical Rescue Truck.
15. A list of fully qualified part-time Technical Rescue Truck members will be established to support staffing needs. An interview process will be required to select the qualified part-time Technical Rescue Truck members. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Urban Search and Rescue Program Manager, one (1) outside agency subject matter expert selected by the Urban Search and Rescue Program Manager, and one (1) OCPFA representative.
16. Personnel assigned to a Technical Rescue Truck and qualified part-time Technical Rescue Truck members will be issued individual technical rescue and water rescue PPE.

#### N. Hazardous Duty Pay

1. Arson Investigators

- a. Arson Investigators working a 56-hour average workweek (shift Investigators) will receive Hazardous Duty Pay of seven and one-half percent (7.5%) of base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover another Arson Investigator position, due to the absence of the regularly assigned employee, shall also receive the Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.
- b. In lieu of the 7.5% Hazardous Duty Pay, Arson Investigators working a 40-hour workweek (staff Investigators) will continue to receive the applicable staff assignment pay (i.e., 7.5% SAP and the 10% SIP).
- c. Qualified employees who are occasionally assigned to cover a designated Arson Investigator position due to the absence of a regularly assigned employee shall receive Hazardous Duty Pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated position.
- d. Hazardous Duty Pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

2. Heavy Fire Equipment Operators and Swampers (i.e., Handcrew Firefighters working as Swampers)

- a. Full-time permanent employees assigned to the classification of Heavy Fire Equipment Operators (HFEOs) will receive Hazardous Duty Pay of ten percent (10%) of base salary per month, prorated on an hourly basis.
- b. In lieu of the 10% Hazardous Duty Pay, Firefighters, Fire Apparatus Engineers, or Fire Captains who perform hours worked as an HFEO-Apprentice will continue to receive the applicable staff assignment pay (i.e., 7.5% SAP and the 10% SIP).
- c. Swampers (i.e., Handcrew Firefighters working as Swampers) will receive Hazardous Duty Pay of ten percent (10%) of base salary per month, prorated on an hourly basis.
- d. Hazardous Duty Pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

P. Air Operations Pay

1. Non-paramedic employees assigned to Air Operations must be designated as qualified by the OCFA. Qualified is defined as having successfully completed and current certification in the following courses:

a. Technician Level – seven and five-tenths percent (7.5%) of base salary:

- i. S-270 Basic Air Operations
- ii. S-271 Helicopter Crew Member
- iii. A-100 Basic Aviation Safety

b. Specialist Level – ten percent (10%) of base salary: In addition to the requirements listed in paragraph 2.P.1.a for the Technician Level of pay, the following requirements apply to be eligible for the higher Specialist Level of pay:

- i. A-103 Temporary Flight Restrictions & Advisory Notices to Airmen
- ii. A-104 Overview of Aircraft Capabilities & Limitations
- iii. A-107 Aviation Policy & Regulations
- iv. A-109 Aviation Radio Use
- v. A-112 Mission Planning & Flight Request Process
- vi. A-200 Mishap Review

~~c. All personnel in the Air Operations positions of Chief Pilot, Pilot, and Crew Chief working a 56-hour average workweek (shift personnel) will receive Hazardous Duty Pay of seven and one-half percent (7.5%) of base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover another Air Operations shift position, due to the absence of the regularly assigned employee, shall also receive the Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.~~

2. All Firefighter/Paramedic personnel (Air Operations Rescuers) working a 56-hour average workweek (shift personnel) must meet the Technician Level requirements in paragraph 2.P.1.a, and may also meet the Specialist Level requirements in paragraph 2.P.1.b. Depending on Technician Level or Specialist Level eligibility, the following pay will apply:

a. Firefighter/Paramedic personnel who meet the Technician Level will receive Air Operations Hazardous Duty Pay of two and one-half percent (2.5%) of base salary per month, prorated on an hourly basis, in addition to their 15% paramedic specialty pay, for a combined specialty pay of 17.5% of each employee's base salary per month. Such employees who work an overtime shift to cover another Air Operations shift position, due to the absence of the regularly assigned employee, shall also receive the 2.5% Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.

a.b. Firefighter/Paramedic personnel who meet the Specialist Level will receive Air Operations Pay of five percent (5%) of base salary per month, prorated on an hourly basis, in addition to their 15% paramedic specialty pay, for a combined specialty pay of 20% of each employee's base salary per month.

3. In lieu of the 7.5% Hazardous Duty Pay for non-medics and in lieu of the 2.5% Hazardous Duty Pay for medics, aAll Air Operations Personnel working a 40-hour workweek (staff assignment on the 10-hour helicopter) will continue to receive the applicable staff assignment pay (i.e., 7.5% SAP and the 10% SIP). These personnel must meet the Technician Level requirements in paragraph 2.P.1.a, and may also meet the Specialist Level requirements in paragraph 2.P.1.b. Depending on Technician Level or Specialist Level eligibility, the following pay will apply:
- a. Personnel who meet the Technician Level will receive Air Operations Pay of two and one-half percent (2.5%) of base salary per month, prorated on an hourly basis, in addition to their 17.5% combined SAP and SIP, for a total combined specialty pay of 20% of each employee's base salary per month.
  - b. Personnel who meet the Specialist Level will receive Air Operations Pay of five percent (5%) of base salary per month, prorated on an hourly basis, in addition to their 17.5% combined SAP and SIP, for a total combined specialty pay of 22.5% of each employee's base salary per month.
  - b-c. The 10-hour helicopter is planned for future conversion to a 24-hour shift helicopter, and therefore, the 40-hour workweek Air Operations personnel will transition to shift personnel on a 56-hour average workweek. On the same date that this workweek transition occurs, staff assignment specialty pays will transition to those specified for shift personnel on the 56-hour average workweek, as detailed in paragraphs 2.P.1 and 2.P.2.
- 3.4. Qualified employees who are occasionally assigned to cover a designated ~~Arson Investigator or~~ Air Operations position due to the absence of a regularly assigned employee shall receive Air Operations Hazardous Duty Pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated position.
5. ~~Air Operations Hazardous Duty~~ Pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.



APPENDIX A

BARGAINING UNIT CLASSIFICATIONS


Classes included in the Firefighter Unit as of ~~May 3~~ March 23, 2024~~3~~:


- 582~~98~~ Chief Fire Pilot
- 5801 Fire Apparatus Engineer
- 5803 Fire Captain
- 5825 Fire Pilot
- 5800 Firefighter
- 5804 Firefighter Trainee
- 5830 Hand Crew Firefighter
- 5802 Heavy Fire Equipment Operator
- 5831 Hand Crew Superintendent
- 5833 Hand Crew Assistant Superintendent
- 5832 Hand Crew Squad Boss


**ORANGE COUNTY FIRE AUTHORITY**

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION**


  
\_\_\_\_\_  
Lori Zeller  
Deputy Chief, Administration & Support Bureau

  
\_\_\_\_\_  
Chris Hamm  
OCPFA, Local 3631 President

  
\_\_\_\_\_  
Terry (TJ) McGovern  
Deputy Chief, Emergency Operations Bureau

  
\_\_\_\_\_  
Tim Steging  
OCPFA, Local 3631 Vice President

  
\_\_\_\_\_  
Stephanie Holloman  
Assistant Chief/Human Resources Director

  
\_\_\_\_\_  
Justin Dillon  
OCPFA, Local 3631 Vice President

5/21/24  
\_\_\_\_\_  
Date

5/13/24  
\_\_\_\_\_  
Date